

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 16 March 2005 Division: Growth Management

Bulk Item: Yes No Department: Marine Resources

AGENDA ITEM WORDING:

Approval of a Contract between Monroe County and the Florida Fish and Wildlife Conservation Commission (FWCC) to complete the Monroe County Public Water Access and Marine Facilities Management Plan; approval requires waiver of policy that venue be in Monroe County.

ITEM BACKGROUND:

In August, the Commission requested that staff develop a Marine Facilities Master Plan focusing on the remaining working waterfronts in Monroe County. After staff work to development a Scope of Work and discussions with the South Florida Regional Planning Council (SFRPC) and the FAU Joint Center, the Commission approved a contract with the SFRPC to complete the study. In the interim, staff developed a grant proposal to fund the study froth the Florida Fish and Wildlife Conservation Commission (FWCC), Florida Boating Improvement Program (FBIP) grant program. The attached grant contract provides \$37,500 to complete the Marine Facilities Master Plan.

PREVIOUS RELEVANT BOCC ACTION:

August 2004 – Direction to develop Marine Facilities Master Plan
January 2005 – Approval to negotiate a contract with SFRPC
February 2005 – Approval of the SFRPC contract

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

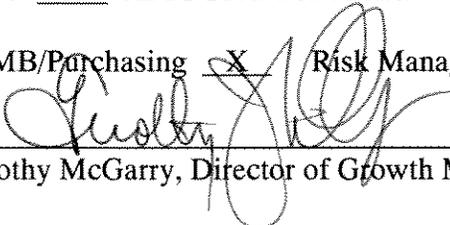
Approval

TOTAL COST: \$99,000 **BUDGETED:** Yes No

COST TO COUNTY: \$61,500 **SOURCE OF FUNDS:** FBIP Grant/BIF Funds

REVENUE PRODUCING: Yes No **AMOUNT Per Month** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: 
Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included Not Required

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with: <u>FWCC</u>	Contract # <u>04148</u>		
	Effective Date: <u>March 16, 2005</u>		
	Expiration Date: <u>December 31, 2005</u>		
Contract Purpose/Description: <u>Monroe County Public Water Access and Marine Facilities Management Plan</u>			
Contract Manager: <u>Rich Jones</u>	<u>2805</u>	<u>Marine Resources / 11</u>	
(Name)	(Ext.)	(Department/Stop #)	
for BOCC meeting on <u>03/16/05</u>		Agenda Deadline: <u>02/28/05</u>	

CONTRACT COSTS	
Total Dollar Value of Contract: \$ _____	Current Year Portion: \$ <u>99,000</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>157-62607-530340-</u>
Grant: \$ <u>37,500</u>	<u>125-</u>
County Match: \$ <u>61,500</u>	_____
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ <u>NA</u> /yr	For: <u>NA</u>
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2-28-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-28-05</u>
Risk Management	<u>2-25-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. S. [Signature]</u>	<u>2-25-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/28/05</u>
County Attorney	<u>2-25-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-25-05</u>
Comments: <u>Approval of this contract requires that County policy for</u> <u>expense table in Monroe County be waived as State Agency has agreed to</u> <u>underwrite County</u>				



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

RODNEY BARRETO
Miami

SANDRA T. KAUPE
Palm Beach

H.A. "HERKY"
HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

JOHN D. ROOD
Jacksonville

RICHARD A. CORBETT
Tampa

BRIAN S. YABLONSKI
Tallahassee

KENNETH D. HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF LAW ENFORCEMENT
COLONEL JULIE JONES, Director
LT. COLONEL DON HOLWAY, Deputy Director
LT. COLONEL JIM McCALLISTER, Deputy Director
LT. COLONEL MIKE WIWI, Deputy Director
(850)488-6251 TDD (850)488-9542

February 12, 2005

Mr. George Garrett, Director
Department of Marine Resources
Monroe County
2798 Overseas Hwy Ste 420
Marathon FL 33050

RE: Contract No. 04148 – Florida Boating Improvement Program (FBIP) Grant Agreement
Monroe County Public Water Access and Marine Facilities Management Plan

Dear Mr. Garrett:

Enclosed are three (3) originals of the Grant Agreement for the FY 04/05 FBIP grant award to Monroe County for the Monroe County Public Water Access and Marine Facilities Management Plan. Please have the Grant Agreement reviewed, signed by the authorized designee and return all originals to me. Upon full execution, an original will be returned to your office.

If you have questions or need further information, please do not hesitate to give me a call at 850/410-0656 Ext. 17122 or e-mail me at Patricia.Harrell@MyFWC.com or Tim Woody, Ext. 17173, e-mail Tim.Woody@MyFWC.com.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Harrell".

Patricia Harrell
Boating and Waterways

/ph
Enclosures

**FLORIDA BOATING IMPROVEMENT PROGRAM
GRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS whose address is 2798 Overseas Highway, Suite 420, Marathon, Florida 33050, hereafter "GRANTEE" to conduct a project entitled **Public Water Access and Marine Facilities Management Plan**, hereafter "Project," using funds from the Florida Boating Improvement Program, hereafter "Program."

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

SCOPE OF SERVICES

1. The GRANTEE shall implement its project proposal, as described in Attachment A, entitled *Florida Boating Improvement Program Grant Application No. 04-IID-002*, attached hereto and made a part hereof. All project activities must be completed during the time span provided herein for that portion of the Agreement.
2. The GRANTEE shall commence work on the Project within 90 days of execution of the Agreement. Failure by the GRANTEE to begin work shall constitute a breach of the Agreement and result in termination of the Agreement by the COMMISSION.
3. If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
4. It is the GRANTEE's responsibility to contract, manage and inspect all aspects of the Project, including any construction contract, materials purchase, engineering, master plan or force account labor performed at any Project site.
5. The GRANTEE, at its expense, shall purchase, erect and maintain a permanent sign, not less than four (4) feet by eight (8) feet in size, displaying the COMMISSION's official logo for launching projects, or shall attach a permanent plaque for marine projects, or use some other manner of acknowledgement for non-construction projects, approved by the COMMISSION, identifying the COMMISSION as a funding source for the Project. Such acknowledgement shall be maintained for a period of 20 years or the duration of the Agreement. Failure by the GRANTEE to maintain such acknowledgement shall be considered a breach of the Agreement.
6. Upon completion of the project, the GRANTEE'S Project Manager, or other appropriate professional for the GRANTEE, shall sign a *Certification of Completion* form, provided by the COMMISSION, that certifies the Project was completed in accordance with the project proposal, Attachment A, and this Agreement.
7. The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the form provided by the COMMISSION and due to the COMMISSION's Program Administrator by the 15th of each month until the *Certification of Completion* is submitted.
8. Any study or brochure produced by the GRANTEE shall be provided to the COMMISSION for approval prior to final printing and submission for payment. Further, at least 21 days prior to printing

the COMMISSION shall review and approve all proposed publications that will be funded by this Agreement to ensure that environmental and boating safety issues are effectively addressed. At its discretion, the COMMISSION may elect to have its representative inspect printed material prior to its release from the printing vendor. The GRANTEE agrees to inform the COMMISSION at the completion of printing of any materials so that the COMMISSION may exercise this option.

9. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any sub-grantee (or subcontractor) for any expenses or liabilities incurred under the subcontract and that **the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.**
10. The GRANTEE shall forward one copy of the bid package to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to.
11. The GRANTEE shall comply with all applicable federal, state, and local rules and regulations in providing services to the COMMISSION under this Agreement. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

GRANTEE ELIGIBILITY

12. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request.
13. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient, and that the GRANTEE shall comport with Chapter 287, F.S., and all other applicable rules and laws.

TERM OF AGREEMENT

14. This Agreement shall begin upon execution by both parties and end **December 31, 2005**, inclusive. The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.
15. The GRANTEE shall execute this Agreement within 90 days of formal COMMISSION approval. Failure to execute this Agreement shall render the award of funds null and void, and shall result in termination of this Agreement.

COMPENSATION

16. For satisfactory completion of the Project **Public Water Access and Marine Facilities Management Plan** by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$ **37,500.00**.

PAYMENTS

17. The COMMISSION shall pay the GRANTEE for satisfactory service upon submission of a final invoice, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. **The invoice must be submitted within**

30 days after completion of the Project. The invoice shall include the FWC Contract Number and the Grantee's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

18. Program funds shall be disbursed to the GRANTEE only after pre-approved phase or final completion of the Project occurs and work is verified by COMMISSION staff. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**
19. No travel expenses are authorized under the terms of this Agreement.
20. The GRANTEE shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment B.
21. The COMMISSION shall have 30 working days to inspect and approve goods and services.
22. Any Project deficiencies, as noted in the final Project inspection, shall be corrected by the GRANTEE prior to final Project acceptance and payment by the COMMISSION. The COMMISSION may restrict any or all payment of Program funds pending correction of such deficiencies.
23. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.
24. In order to make best use of the agency's resources, the COMMISSION reserves the right to utilize Federal funds for payments under this Agreement. In the event Federal funds become available for such use, and subject to the mutual agreement of the parties hereto, the Agreement shall be amended to include applicable Federal Requirements.
25. Invoices, including backup documentation, shall be submitted to:

Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, FL 32399-1600

TERMINATION

26. This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement.
27. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

TAXES

28. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

NOTICE

29. Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

GRANTEE

Monroe County
Board of County Commissioners
2798 Overseas Highway
Marathon, Florida 33050
Phone: (305) 289-2507
Fax: (305) 289-2536
Attn: Rich Jones, Project Manager

COMMISSION

Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
620 South Meridian Street
Tallahassee, FL 32399-1600
Phone: (850) 487-3755
Fax: (850) 488-9284
Attn: Patricia Harrell, Program Administrator

AMENDMENT OR MODIFICATION

- 30. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.
- 31. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

RELATIONSHIP OF THE PARTIES

- 32. The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION.
- 33. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
- 34. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

INSURANCE REQUIREMENTS

35. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

36. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.
37. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

38. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.

RECORD KEEPING REQUIREMENTS

39. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principals. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

LIABILITY

40. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

NON-DISCRIMINATION

41. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

PROHIBITION OF DISCRIMINATORY VENDORS

42. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

NON-ASSIGNMENT

43. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION.

PERFORMANCE AND REMEDIES

44. The GRANTEE shall perform the services in a proper and satisfactory manner as determined by the COMMISSION.
45. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

SEVERABILITY AND CHOICE OF VENUE

46. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

NO THIRD PARTY RIGHTS

47. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

JURY TRIAL WAIVER

48. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

PROPERTY/EQUIPMENT

49. The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

50. In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment C, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.
51. In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

52. All items, materials or products, of any description, produced or developed by the GRANTEE on behalf of the COMMISSION in connection with this Agreement shall be the exclusive property of the COMMISSION and may be copyrighted, patented, or otherwise restricted by the COMMISSION as provided by Florida law. Neither the GRANTEE nor any of its subcontractors shall have any proprietary interest in the products and materials developed under this Agreement.
53. The COMMISSION reserves the right to determine the disposition of title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Agreement. If Federal funding is involved in support of this Agreement, the Federal Government may reserve ultimate jurisdiction over title and right privileges.
54. Regardless of title or ownership of the products and materials developed under this Agreement, the COMMISSION and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes. If Federal funding is involved in support of this Agreement, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

ENTIRE AGREEMENT

55. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Chairman

Kenneth D. Haddad, Executive Director

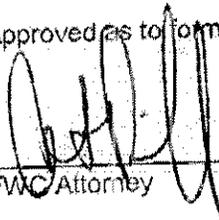
Date

Date

Name (Print)

Approved as to form and legality:

Monroe County Board of County Commissioners
Grantee Name



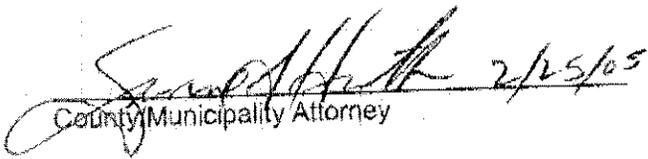
FWC Attorney

2798 Overseas Highway, Suite 420
Address

Marathon, Florida 33050
City, State, and Zip Code

Federal Employer Identification Number (FEID)

Approved to form and legality:



County Municipality Attorney

List of attachments/exhibits included as part of this Agreement:

- Attachment A: FBIP Grant Application #04-IID-002
- Attachment B: Comptroller Cost Reimbursement Requirements
- Attachment C: Federal/Florida Single Audit Act Requirements
- Exhibit 1: Funds awarded pursuant to agreement
- Attachment D: Certification of Completion form
- Attachment E: Monthly progress report form

ATTACHMENT A

Florida Boating Improvement Program
Grant Application # 04 - IID - 002



**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
FLORIDA BOATING IMPROVEMENT PROGRAM
GRANT APPLICATION**



FOR OFFICE USE ONLY		RECEIVED		Grant Application Number:	
Fiscal Year: 2004-2005	Date Received: SEP 10 2004	04-ID-002			

Fill in all sections that apply - Leave all other sections blank

I - APPLICANT INFORMATION					
County/Municipality Name: Monroe County			Federal Employment Id. No.: 59-6000749		
Applicant Name: Monroe County Board of County Commissioners			Telephone No.: (305) 289-2507	Fax No.: (305) 289-2536	Suncom No.:
Applicant Title: James L. Roberts, County Administrator			e-mail: Garrett-George@monroecounty-fl.gov		
Applicant Mailing Address: 2798 Overseas Hwy., Suite 420			City: Marathon	Zip Code: 33050	
Project Manager Name: George Garrett			Title: Director, Department of Marine Resources		

II - PROJECT LOCATION		Latitude: N 0 ' "	Longitude: W 0 ' "
Facility Name: The Florida Keys	County: Monroe	Waterbody: all coastal waters	
District Numbers			
US Congress: 20	State House: 40	State Senate: 120	County Commission:
Facility Street Address or Location: see below			

III - PROJECT SUMMARY			
Type of Application:	<input checked="" type="checkbox"/> New (never considered before)	<input type="checkbox"/> Reconsideration	<input type="checkbox"/> Phased Continuation- Phase No.:
Type of Project:	TIER-I		TIER-II
	<input type="checkbox"/> I- Recreational Channel Marking		<input type="checkbox"/> I- Boat Ramps
	<input type="checkbox"/> II- Public Launching Facilities		<input type="checkbox"/> II- Piers and Docks
	<input type="checkbox"/> III- Aquatic Plant Control		<input type="checkbox"/> III- Boater Education
	<input type="checkbox"/> IV- Other Local Boating Related Activities		<input checked="" type="checkbox"/> IV- Economic Development Initiatives

Project Description:
Development of a Public Water Access and Marine Facilities Management Plan: Monroe County is faced with escalating waterfront property values, and subsequently the redevelopment of many boating facilities. Monroe is rapidly losing boat yards and recreational boating facilities to mega-yacht marinas and dock communities. The Department of Marine Resources is tasked with procuring consulting services to prepare a public water access and marine facilities management plan (the Plan) for Monroe County. The Plan will entail: 1) providing a current marine facilities database; 2) determining the economic impact of these facilities, concentrating on boat yards and marinas; 3) evaluating the recent loss of facilities and potential impacts; and 4) developing recommendations for the preservation and enhancement of such facilities. Evaluations and recommendations will be used to protect and preserve the working waterfront and recreational boating facilities. The Plan will complement the interim study being conducted by the State (FWC), providing more detailed and site specific information and recommendations. (more attached)

Project Description (cont.)

The Department of Marine Resources is preparing a Request for Proposals to be sent to qualified consulting firms to conduct the Public Water Access and Marine Facilities Management Plan. Because this is not an engineering or construction project there is no engineering cost estimate. Monroe County has approved the expenditure of \$75,000 for the study. This project clearly falls under the category of economic development initiatives. Due to the type of project, numerous items on the application have been left blank, as they do not apply to the project.

The scope of the study is for the entire County (Florida Keys). All marine facilities will be surveyed, data entered into a GIS database, and the information evaluated for economic impact, as well as the negative impacts foreseen from losses of facilities as well as the socioeconomic impacts from the potential changes in uses of waterfront properties and facilities.

This is the only grant application the County is submitting to FFWCC. Monroe County has a population of under 100,000 people and much of the use of public waterfront facilities is from other counties. Monroe County estimates that administrative contributions to the project will be approximately \$5000. The County is asking the FFWCC BIP grant program to provide half of the anticipated \$75,000 cost of the project. We are asking for \$37,500 in funding. Implementation of the recommendations developed from the plan should help preserve current marine facilities and most importantly preserve the historic uses of the Keys' working waterfronts.

IV - GENERAL FACILITY INFORMATION

Type of Facility:

- Primitive
- Small (1 lane ramp)
- Medium (2 lane ramp)
- Large Regional (3+ lane ramp)
- Tie-up/Overnight/Moorage/Marina
- Other: **not applicable**

Upland Ownership:

- Public- Fee Simple
- Public - Lease
- Number of Years Remaining in Lease

Name of Owner
not applicable

Is this facility open to the general public? Yes No

Estimate Percent (%) Use of Launching Facility: Motorboats/Sailboats Non-Motorboats

Day Use, Parking or Launch Fee Amount: \$ Tie-up/Overnight Moorage: \$

Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
1		6	
2		7	
3		8	
4		9	
5		10	

V - FACILITY COMPONENTS AND USE - EXISTING CONDITIONS

Number of Launch Lanes:	Length of Boarding Docks: Ft
Type of Ramp: <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Type of Dock: <input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Other
Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good	Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good
Number of Boat Trailer Parking Spaces:	Length of Tie-up Dock or Moorage: Ft or Slips
Type of Parking: <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Type: <input type="checkbox"/> Slip <input type="checkbox"/> Broadside
Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good	Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good
Other Facility Attributes:	
Pump out or Dump Station: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Restroom: <input type="checkbox"/> Yes <input type="checkbox"/> No	

VI - PROJECT NEED

List Primary Need for Project:

- | | |
|---|--|
| <input type="checkbox"/> Safety | <input type="checkbox"/> High Demand by Users |
| <input type="checkbox"/> Age-end of Useful Life | <input type="checkbox"/> Recommended by FWC Staff |
| <input type="checkbox"/> Environmental Needs of the Area | <input type="checkbox"/> Lack of In-house Capability |
| <input checked="" type="checkbox"/> Other: preserve the working waterfront | |

Known Public Support: (Name)

- | | |
|--|--|
| <input type="checkbox"/> Adjacent Land Owners | |
| <input checked="" type="checkbox"/> Users Groups | Vessel owners |
| <input type="checkbox"/> Neighborhood Assoc. | |
| <input checked="" type="checkbox"/> Local/State/Federal Government | Monroe County; Florida FWC; Florida Sea Grant |
| <input type="checkbox"/> Legislature | |
| <input type="checkbox"/> Other | |

Known Public Opposition: (Name)

- | |
|---|
| <input type="checkbox"/> Adjacent Land Owners |
| <input type="checkbox"/> Users Groups |
| <input type="checkbox"/> Neighborhood Assoc. |
| <input type="checkbox"/> Local/State/Federal Government |
| <input type="checkbox"/> Legislature |
| <input type="checkbox"/> Other |

VII - PROJECT ENGINEERING AND CONSTRUCTION

Who is or will be completing project design/engineering?

- | |
|--|
| <input type="checkbox"/> Applicant Own Staff |
| <input type="checkbox"/> Consulting Engineers |
| <input type="checkbox"/> N/A (Materials or Equipment Purchase) |
| <input checked="" type="checkbox"/> Other: Planning Consultants |

Level of engineering completed at time of application:

- | |
|---|
| <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Conceptual (Master Plan Phase) |
| <input type="checkbox"/> Preliminary |
| <input type="checkbox"/> Final (Ready to Bid) |

Has a preliminary or final engineer's cost estimate been developed for this project at time of application?

- | | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

If yes, please attach a copy of detailed engineers cost estimate to application.

Preferred period of construction (based on user activity, weather and water level):

- | | | | | |
|---------------------------------|---------------------------------|---------------------------------|-------------------------------|---|
| <input type="checkbox"/> Winter | <input type="checkbox"/> Spring | <input type="checkbox"/> Summer | <input type="checkbox"/> Fall | <input checked="" type="checkbox"/> Anytime of the Year |
|---------------------------------|---------------------------------|---------------------------------|-------------------------------|---|

VIII - PROJECT COST - SOFT (NON CASH) FUNDS (TIER-I)

Cost Item	Project Type	Applicant	Other (List in Sec. XII)	Do Not Use This Column	TOTAL
Administration	Channel Marking	\$	\$		\$
	Public Launching	\$	\$		\$
	Aquatic Plant Control	\$	\$		\$
	Other Boating Activities	\$	\$		\$
In-kind Engineering/ Construction Management	Channel Marking	\$	\$		\$
	Public Launching	\$	\$		\$
	Aquatic Plant Control	\$	\$		\$
	Other Boating Activities	\$	\$		\$
In-kind Labor	Channel Marking	\$	\$		\$
	Public Launching	\$	\$		\$
	Aquatic Plant Control	\$	\$		\$
	Other Boating Activities	\$	\$		\$
In-kind Materials	Channel Marking	\$	\$		\$
	Public Launching	\$	\$		\$
	Aquatic Plant Control	\$	\$		\$
	Other Boating Activities	\$	\$		\$
In-kind Equipment	Channel Marking	\$	\$		\$
	Public Launching	\$	\$		\$
	Aquatic Plant Control	\$	\$		\$
	Other Boating Activities	\$	\$		\$
Total Soft Funds (Tier-I)		\$	\$		\$

IX - PROJECT COST - HARD (CASH) FUNDS (TIER-I)

Cost Item	Project Type	Applicant	Other (List in Sec. XII)	FBIP Grant	TOTAL
Planning/Engineering	Channel Marking	\$	\$	\$	\$
	Public Launching	\$	\$	\$	\$
	Aquatic Plant Control	\$	\$	\$	\$
	Other Boating Activities	\$	\$	\$	\$
Implementing/Construction	Channel Marking	\$	\$	\$	\$
	Public Launching	\$	\$	\$	\$
	Aquatic Plant Control	\$	\$	\$	\$
	Other Boating Activities	\$	\$	\$	\$
Other	Channel Marking	\$	\$	\$	\$
	Public Launching	\$	\$	\$	\$
	Aquatic Plant Control	\$	\$	\$	\$
	Other Boating Activities	\$	\$	\$	\$
Total Hard Funds (Tier-I)		\$	\$	\$	\$

TOTAL FUNDS TIER-I

\$

\$

\$

\$

X - PROJECT COST - SOFT (NON CASH) FUNDS (TIER-II)

Cost Item	Project Type	Applicant	Other (List in Sec. XII)	Do Not Use This Column	TOTAL
Administration	Boat Ramps	\$	\$		\$
	Piers and Docks	\$	\$		\$
	Boater Education	\$	\$		\$
	Economic Development	\$ 5,000.00	\$		\$ 5,000.00
In-kind Engineering/ Construction Management	Boat Ramps	\$	\$		\$
	Piers and Docks	\$	\$		\$
	Boater Education	\$	\$		\$
	Economic Development	\$	\$		\$
In-kind Labor	Boat Ramps	\$	\$		\$
	Piers and Docks	\$	\$		\$
	Boater Education	\$	\$		\$
	Economic Development	\$	\$		\$
In-kind Materials	Boat Ramps	\$	\$		\$
	Piers and Docks	\$	\$		\$
	Boater Education	\$	\$		\$
	Economic Development	\$	\$		\$
In-kind Equipment	Boat Ramps	\$	\$		\$
	Piers and Docks	\$	\$		\$
	Boater Education	\$	\$		\$
	Economic Development	\$	\$		\$
Total Soft Funds (Tier-II)		\$ 5,000.00	\$		\$ 5,000.00

XI - PROJECT COST - HARD (CASH) FUNDS (TIER-II)

Cost Item	Project Type	Applicant	Other (List in Sec. XII)	FBIP Grant	TOTAL
Planning/Engineering	Boat Ramps	\$	\$	\$	\$
	Piers and Docks	\$	\$	\$	\$
	Boater Education	\$	\$	\$	\$
	Economic Development	\$	\$	\$	\$
Implementing/Construction	Boat Ramps	\$	\$	\$	\$
	Piers and Docks	\$	\$	\$	\$
	Boater Education	\$	\$	\$	\$
	Economic Development	\$	\$	\$	\$
Other Planning	Boat Ramps	\$	\$	\$	\$
	Piers and Docks	\$	\$	\$	\$
	Boater Education	\$	\$	\$	\$
	Economic Development	\$ 37,500.00	\$	\$ 37,500.00	\$ 75,000.00
Total Hard Funds (Tier-II)		\$ 37,500.00	\$	\$ 37,500.00	\$ 75,000.00

TOTAL FUNDS TIER-II

\$ 42,500.00

\$

\$ 37,500.00

\$ 80,000.00

XII - OTHER SOURCE OF FUNDS (STATUS)

Federal State/Local Loan
 Grant Name: _____ Agency: _____

Approval Status: Approved Pending Intend to Apply, Date: _____

Federal State/Local Loan
 Grant Name: _____ Agency: _____

Approval Status: Approved Pending Intend to Apply, Date: _____

Federal State/Local Loan
 Grant Name: _____ Agency: _____

Approval Status: Approved Pending Intend to Apply, Date: _____

Federal State/Local Loan
 Grant Name: _____ Agency: _____

Approval Status: Approved Pending Intend to Apply, Date: _____

XIII - PERMIT STATUS	<i>Note: Construction Projects Only.</i>	
	Submitted	Approved
Florida Department of Environmental Protection?	<input type="checkbox"/>	<input type="checkbox"/>
U.S. Army Corps of Engineers	<input type="checkbox"/>	<input type="checkbox"/>
Local and Others (If needed):	<input type="checkbox"/>	<input type="checkbox"/>

XIV- ENVIRONMENTAL ASSESSMENT

Indicate how the project may significantly or adversely affect the environment, explain key issues and describe any mitigation actions proposed.

The Plan, or the implementation of the Plan, is not expected to affect the environment in anyway. Implementation of the Plan should help preserve and enhance current, or historic, uses of waterfront commercial marine facilities in Monroe County.

XV - REQUIRED APPLICATION ATTACHMENTS CHECK LIST

<input checked="" type="checkbox"/>	1. An adopted Resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant.
<input type="checkbox"/>	2. Boundary map of the project area. The map must provide a description and sketch of the project area boundaries, displaying known easements, and legally sufficient to identify the program area.
<input type="checkbox"/>	3. Site control documentation (e.g. deed, lease, results of title search, etc ...) for the project site. If the Applicant is applying on behalf of another public entity, then a Memorandum Of Understanding between the Applicant and the public entity must also be submitted.
<input type="checkbox"/>	4. Existing Condition Photographs sufficient to depict the physical characteristics of the project area.
<input type="checkbox"/>	5. Aerial Photographs marked with the approximate boundaries of the project site.
<input type="checkbox"/>	6. If applicable, an 8.5"x11" photocopy (project site vicinity only) of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site. NOAA charts may be obtained from: Distribution Branch (N/CG33), NOAA-National Ocean Service, 6501 Lafayette Avenue, Riverdale, Maryland 20737.
<input type="checkbox"/>	7. Photocopies of necessary project permit(s) or permit application(s).
<input type="checkbox"/>	8. Detailed Cost Estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
<input type="checkbox"/>	9. Preliminary Design/Engineering Plans (if completed).
<input checked="" type="checkbox"/>	10. Application transmittal cover letter (Identify priority rank with multiple applications).
<input checked="" type="checkbox"/>	11. One (1) original application.
<input checked="" type="checkbox"/>	12. Five (5) copies of the application.

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicants governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

James L. Roberts
 Print/Type Name


 Applicant Signature

ACTING COUNTY ADMINISTRATOR

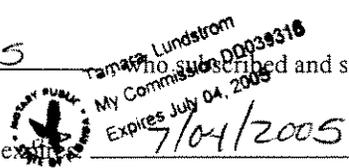
Monroe County Administrator
 Title

9/7/04
 Date

STATE OF FLORIDA, COUNTY OF (Monroe)

Personally appeared before me this 8 day of Sept., 2004, James Paros

Notary Public Name: Tamara Lundstrom
Tamara Lundstrom



My commission expires 7/04/2005

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Procedure Guide or you may contact the Program Administrator, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, FL 32399-1600. Telephone (850) 487-3755.

RESOLUTION NO. 191- 2002

A RESOLUTION OF THE MONROE COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN GRANT APPLICATIONS FOR APPLICATIONS APPROVED FOR SUBMITTAL BY THE BOARD.

WHEREAS, Board of County Commissioners approved submission of a grant to the FBIP to assist in making improvements to boat ramps in Monroe County; and

WHEREAS, many grant programs, including the FBIP grant program require a resolution authorizing the individual signing the grant to be specifically authorized for signature by the legally authorized governmental body, in this case the Board of County Commissioners; and

WHEREAS, the Board generally supports receipt of FBIP and other grant funds for specified marine projects and purposes approved by the Board.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA THAT:

The County Administrator or his designee is authorized to sign grant applications approved by the Board.

PASSED AND ADOPTED by the Board of County Commissioners, Monroe County, Florida at a regular meeting of said Board held on the 15th day of May, A.D., 2002.

Mayor Charles "Sonny" McCoy	<u>YES</u>
Mayor Pro Tem Dixie Spehar	<u>YES</u>
Commissioner George Neugent	<u>YES</u>
Commissioner Nora Williams	<u>Absent</u>
Commissioner Murray Nelson	<u>YES</u>

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
MAYOR/CHAIR PERSON



(SEAL)

ATTEST: DANNY I. KOLHAGE, CLERK

BY: Isabel C. De Santis
DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: <u>[Signature]</u>
Attorney's Office

1.00



BOARD OF COUNTY COMMISSIONERS

- Mayor Murray E. Nelson, District 5
- Mayor Pro Tem David P. Rice, District 4
- Dixie M Spehar, District 1
- George Neugent, District 2
- Charles "Sonny" McCoy, District 3

Monroe County
 Board of County Commissioners
 Office of the County Administrator
 The Historic Gato Cigar Factory
 1100 Simonton Street, Suite 205
 Key West, FL 33040
 (305) 292-4441 - Phone
 (305) 292-4544 - Fax



MEMORANDUM

TO: Danny L. Kolhage
 Clerk of the Circuit Courts

FROM: James L. Roberts
 County Administrator

SUBJECT: Absence of County Administrator

DATE: August 25, 2004

I will be out of town from 11:00 A.M. Friday, August 27, 2004, through 6:00 P.M. Tuesday, September 7, 2004. During the period of August 27 - August 29, Dent Pierce will have full authority to act on my behalf including approval of all fiscal documents and during the period of August 30 - September 7, Reggie Paros will have full authority to act on my behalf including approval of all fiscal documents.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James L. Roberts'.

James L. Roberts
 County Administrator

JLR:dif

- cc: Mayor Nelson
 All Commissioners
 Richard Collins
 Division Directors
 Finance
 Purchasing

ATTACHMENT B

Comptroller Contract Payment Requirements Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook (10/07/97) Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT C

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not

include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

There are no other audit requirements.

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director by phone at (850) 488-6068.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

None.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

None.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Florida Boating Improvement Program
CSFA No.:	77.006
Recipient:	Monroe County Board of County Commissioners
Amount:	\$37,500.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years.
2. Project activities must not create a boating safety hazard and/or increase the potential for damage to natural resources.
3. Recipient must comply with the Policies and Guidelines (Interim) of the Florida Boating Improvement Program.
4. Recipient must comply with all Commission rules, policies and procedures as well as all other state and federal rules.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**
FLORIDA BOATING IMPROVEMENT PROGRAM

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(Name of Local Government)

do hereby certify under penalties of perjury per s. 216.349, Florida Statutes, that the Florida Boating Improvement Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature) _____
(Date)

STATE OF FLORIDA, COUNTY OF (_____)

Personally appeared before me this _____ day of _____, 200____, who subscribed and swore to the above instrument in my presence.

Notary Public Name: _____

My commission expires: _____ (SEAL)

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

**FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.
Due by the 15th of each month

FWC Contract # _____ Month/Year: _____

Project Title: _____

1. Describe tasks completed this month:

2. List deliverables provided to FWC this month:

3. List tasks scheduled to be completed during next month:

4. Is project currently on schedule for completion by December 31, 2005? YES _____ NO _____
(If No, please explain any problems encountered and/or possible delays)

Project Manager

Date